

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Based on current available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions might be at a higher risk for severe illness from COVID-19. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The City of Tempe has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you, your child(ren), or members of your group or organization will not become infected with COVID-19. Further, attending any City event, program, activity, reservation, rental, or facility may increase your or your child(ren)'s risk of contracting COVID-19.

.....

Acknowledgement of COVID-19 Risk. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my child(ren), or members of my group or organization may be exposed to, or infected by COVID-19 by participating in, utilizing, or attending any City event, program, activity, reservation, rental, or facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I acknowledge that older adults and people of any age who have serious underlying medical conditions are at a higher risk for severe illness from COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at a City event, program, activity, reservation, rental, or facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City officials, employees, volunteers, and other program participants, attendees, users, and their families.

Waiver. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my child(ren) or members of my group or organization, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or they may experience or incur in connection with participation, attendance, or use of a City facility, event, program, activity, reservation, or rental. I hereby release, covenant not to sue, discharge, and hold harmless the City, its officials, employees, agents, and representatives, of and from any claim that may arise from or in connection with my, my child(ren) or members of my group or organization's participation or attendance in any City event, program, activity, reservation or rental, including claims related to COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation or attendance at in any City event, program, activity, reservation or rental.

Compliance with COVID-19 Protections. By participating in, utilizing, or attending the City facility, event, program, activity, reservation or rental, I agree that I, my children or members of my group or organization will fully comply with all federal, state, county and City laws, including executive orders and proclamations, and to strictly follow the protocols as directed by the Centers for Disease Control and Prevention and the Arizona Department of Health Services, arising from, addressing or related to COVID-19 and/or any other threats to public health.

Participant's Name

Parent or Guardian Name if Participant is under 18

Signature of Participant _____ Date _____
(Parent or Guardian if Participant is under 18)